

Appendix 1: Competitor Commitment, Liability & Waiver

Competitor Commitment, Liability & Waiver

Competitors in the 2022 Asian Rowing Virtual Indoor Championships and all related activities agree to abide by the ASIAN ROWING FEDERATION (ARF) Rules of Racing and other rules regulating indoor rowing and the Asian Rowing Virtual Indoor Championships. By entering and participating in the Championships, competitors recognise and accept:

1. Authority – ARF authority on all matters concerning Asian Rowing events.
2. Governance – the mandatory character of the Statutes, the Bye-Laws and other rules regulating ARF, in their current version and as amended from time to time, and agree to uphold and abide by them without reservation.
3. Ethical Principles & Integrity – The obligation to respect fundamental ethical principles and to behave, in all circumstances, in an appropriate manner.
4. Integrity in Competition – The obligation to be bound by, and be required to respect, that only one entry (maximum of two events) shall be accepted per competitor and that this entry is final. Competitors shall not engage any other person to compete on their behalf and acknowledge that the engagement of another person to compete on their behalf shall constitute a breach of these terms of entry as well as a breach of the ARF Statutes such that their entry may be voided and they might be penalised extending to monetary sanctions or a ban from all competition.
5. Anti-doping – the authority of WORLD ROWING regarding Anti-doping set out in WORLD ROWING's Statutes, Rules and Bye-Laws and the World Anti-Doping Code and Regulations including to implement in- and out-of-competition anti-doping testing and the biological passport; and;
 - a. Confirm that they do not use and that they will not use substances or methods that are prohibited by the WORLD ROWING and WADA anti-doping rules;
 - b. Agree to submit to any tests (blood, urine, breath, DNA, etc.) carried out by WORLD ROWING, WADA or any other approved agency, and;
 - c. Accept, if they infringe the anti-doping provisions, that they might be penalised extending to, in a relevant case, a life ban from all competition.

6. Filming – the possibility of being filmed (either for television or any other medium), photographed, identified or recorded in any other way during the 2022 Asian Rowing Virtual Indoor Championships, all corresponding qualification events and pathways, and other ARF activities in which they take part under the conditions and for purposes currently or in the future authorised by ARF. Such films or other recordings may be used by ARF or parties authorised by ARF in any way, including sale and advertising, for the promotion and development of rowing, without any right to payment of compensation, but excluding the use which implies endorsement by the competitor of any other commercial entity, product or service.

7. Personal Data – that ARF, or third parties contracted by ARF, may collect, store, process, use and disclose to third parties, competitor personal data related to participation in any competition organised under the umbrella of ARF (the “Personal Data”) to the extent necessary to facilitate participation in, and/or the organising and promoting of, rowing competitions, and may create and keep up to date the Personal Data on sports databases, and may use such Personal Data in any other way in which the competitor has or will provide their express consent or as may be required or permitted by law.

8. Social Media – that if a competitor publishes any comments, opinions and any other material in any way, including on social and digital media at or in relation to a ARF event, they are solely responsible for the consequences of this action. They will ensure that these comments or opinions comply with applicable laws and that all necessary permissions have been obtained from any third parties whose image or property is used. When using social and digital media, competitors will not:
 - a. Violate the privacy of third parties;

 - b. Infringe upon any intellectual property rights, or other rights of any third party;

 - c. Disclose any information which is confidential or private in relation to another person or organisation;

 - d. Interfere with the competitions or ceremonies of ARF events, or

 - e. Violate security measures instituted to ensure the safe conduct of ARF events.

In addition, competitors acknowledge that they can be held personally liable for any commentary and/or material deemed to be obscene, offensive, defamatory, or otherwise illegal, or infringing on any third party’s rights.

9. Jurisdiction – ARF’s jurisdiction to make any decision or impose any sanction within its field of competence. Competitors accept all such ARF decisions or sanctions with only the reservation of paragraph 9 below.

10. Right to Appeal – the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, as the only competent judicial authority external to ARF to settle in a definitive manner any litigation remaining after all internal ARF remedies have been exhausted and any appeal against a final decision taken by ARF which affects a competitor, and that this excludes any other ordinary court of law, any civil judicial authority of any country and any arbitration body.

Waiver

ARF and the Hong Kong, China Rowing Association as organisers of the 2022 Asian Rowing Virtual Indoor Championships make no representations to competitors as to the suitability, condition or safety of the event. By entering the 2022 Asian Rowing Virtual Indoor Championships, competitors accept and acknowledge that participation in the event involves physical activity and may involve risks and dangers of accidents, personal and bodily injury and property loss or damage. Each competitor competes entirely at their own risk and confirms that they are in good health and have no medical or health condition that could endanger or limit their ability whilst participating in the event. Each competitor understands and has considered and evaluated the nature, scope and extent of the risks involved, and voluntarily and freely chooses to assume these risks.

Competitors accept and understand that ARF and the Hong Kong, China Rowing Association as organisers of the 2022 Asian Rowing Virtual Indoor Championships do not provide any insurance, whether life or medical or liability, for any illness, accident, injury, loss or damage that may arise in connection with participation in the event.

In consideration of their acceptance of the entry form, competitors agree that neither ARF nor the Hong Kong, China Rowing Association nor its partners, their respective directors, officers, employees, representatives, agent successors and assigns are liable for any injury, loss, claim, or damage to the health, wellbeing or property of any participant or anyone else caused by or arising out of participation in the 2022 Asian Rowing Virtual Indoor Championships.

To the maximum extent permitted by applicable law, competitors hereby irrevocably and unconditionally agree to hold harmless, indemnify and reimburse ARF and the Hong Kong, China Rowing Association, its directors, employees, volunteers and other staff from and against any claim, sum, costs, damages or expenses (including reasonable legal fees) arising in connection with any accident, loss or damage arising out of their participation in the event.

Without prejudice to the waiver and limitation of liability above, ARF and the Hong Kong, China Rowing Association strongly recommends that competitors do not row alone. It is recommended to have someone available and with the competitor during a qualification attempt or final race. At a minimum, it is recommended that competitors should alert someone of the planned date and time of their qualification attempt or final race.

Junior competitors should have a parent or legal guardian present during a qualification attempt or final race. Parents or legal guardians of a competitor participating in a Junior category are expected to be responsible for the safety of the competitor during a qualification attempt or final race. The decision to participate or to enter a Junior competitor in the event is made in full recognition of the associated risks outlined above and is entirely at the risk of the Junior competitor and their parent or

legal guardian.

Jurisdiction

Save for those matters that relate to World Rowing and the Court of Arbitration for Sport, all other terms and conditions of entry, including this Competitor Commitment, Liability & Waiver agreement are governed by and construed in accordance with the laws of Hong Kong and any disputes arising under them or out of or in connection with them shall be exclusively subject to the jurisdiction of the courts of Hong Kong.